NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up With 640 Acres Pooling Provision STANDARD LEASE W/ OPTION

THIS LEASE AGREEMENT is made this

## PAID UP OIL AND GAS LEASE

(No Surface Use)

THIS LEASE AGREEMENT is made this day of	mury	, 2009, by and
between Steven Behringer a markied as	son	whose address
PROPERTY SERVICES, L.L.C., 2100 Ross Avenue, Suite 1870 Dallas Texas 75201	as Leanes. All printed participe of this leane wars t	as Lessor, and DALE
hereinabove named as Lessee, but all other provisions (including the completion of blank space)	, as cessee. All printed portions of this lease were p s) were prepared igintly by Lessor and Lessee	nepared by the party
In consideration of a cash bonus in hand paid and the covenants herein contained, Less	or hereby grants, leases and lets exclusively to Lessee th	ne following described
land, hereineffer called leased promises:		
10.435 ACRES OF LAND, MORE OR LESS, BEING Noth Apolion of AN ADDITION TO THE CITY OF North Rich and Hills	Blacklocator	. 11.
(). 455 ACRES OF LAND, MORE OR LESS, BEING Noth foother of	OUT OF THE Holiday North A	iddition,
AN ADDITION TO THE CITY OF North Kich and Hills	, BEING MORE PARTICULARLY	DESCRIBED BY
METES AND BOUNDS IN THAT CERTAIN PLAT RECORDED IN VOLU	IME 368-170 , PAGE /0	_ OF THE PLAT
RECORDS OF TARRANT COUNTY, TEXAS.		_
in the county of TARRANT, State of TEXAS, containing 0.435 gross acres, more	or less (including any interests therein which Lessor may	y hereafter acquire by
reversion, prescription or otherwise), for the purpose of exploring for, developing, producing substances produced in association therewith (including geophysical/seismic operations).	and marketing oil and gas, along with all hydrocarbon.	and non hydrocarbon
commercial gases, as well as hydrocarbon gases. In addition to the above-described leased		
land now or hereafter owned by Lessor which are contiguous or adjacent to the above-describ		
Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a r	nore complete or accurate description of the land so cover	ered. For the purpose
of determining the amount of any shut-in royalties hereunder, the number of gross acres above	specified shall be deemed correct, whether actually more	or less.
O Teleleses while a second sec	· / / · · · · · · · · · · · · · · · · ·	• • • • • • • • • • • • • • • • • • • •
<ol><li>This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary hereof, and for as long thereafter as oil or gas or other substances covered hereby are produce</li></ol>	d in paying quantities from the leased gramines or from i	_) years from the date
or this lease is otherwise maintained in effect pursuant to the provisions hereof.	u in paying quantities from the leased premises of from t	arius pooleg trierewitti
<ol><li>Royalties on oil, gas and other substances produced and saved hereunder shall be no</li></ol>	aid by Lessee to Lessor as follows: (a) For oil and other	er liquid hydrocarbons
separated at Lessee's separator facilities, the royalty shall be Twenty-five or	recent ( 25)% of such production, to be	e delivered at Lessee's
option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation fac-	ilities, provided that Lessee shall have the continuing r	ight to purchase such
production at the wellhead market price then prevailing in the same field (or if there is no such p	rice then prevailing in the same field, then in the nearest	theid in which there is
such a prevailing price) for production of similar grade and gravity; (b) for gas (including case		
	ssee from the sale thereof, less a proportionate part of	
production, severance, or other excise taxes and the costs incurred by Lessee in delivering, purely because shall have the continuing right to purchase such production at the prevailing wellhead in	parket price haid for production of similar quality in the si	ame field (or if there is
no such price then prevailing in the same field, then in the nearest field in which there is such	a prevailing price) pursuant to comparable purchase cor	ntracts entered into on
the same or nearest preceding date as the date on which Lessee commences its purchases he	reunder; and (c) if at the end of the primary term or any	time thereafter one or
more wells on the leased premises or lands pooled therewith are capable of either producing of	il or gas or other substances covered hereby in paying q	plantities or such wells
are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or producti	on there from is not being sold by Lessee, such well or w	ells snall nevertneless
be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for there from is not being sold by Lessee, then Lessee shall pay shut-in royalty of one dollar pe	or a period of 90 consecutive days such well of wells are	made to Lessor or to
Lessor's credit in the depository designated below, on or before the end of said 90-day period	and thereafter on or before each anniversary of the end	of said 90-day period
while the well or wells are shut-in or production there from is not being sold by Lessee; provide	d that if this lease is otherwise being maintained by oper	rations, or if production
is being sold by Lessee from another well or wells on the leased premises or lands nooled the	erewith, no shut-in royalty shall be due until the end of t	the 90-day period next
following cessation of such operations or production. Lessee's failure to properly pay shut-in	royalty shall render Lessee liable for the amount due, b	ut shall not operate to
terminate this lease.	Larger's graditing at larger to address that	ve or its successors
4. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to which shall be Lessor's depository agent for receiving payments regardless of changes in the o	reports of said land. All navments or tenders may be m	nade in currency, or by
check or by draft and such payments or tenders to Lessor or to the depository by deposit in the	IIS Mails in a stamped envelope addressed to the depo	ository or to the Lesson
at the last address known to Lessee shall constitute proper navment. If the depository should be	liquidate or be succeeded by another institution, or for ar	ny reason rail or reluse
to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper re	cordable instrument naming another institution as depo	sitory agent to receive
navments		
<ol> <li>Except as provided for in Paragraph 3, above, if Lessee drills a well which is incapable premises or lands pooled therewith, or if all production (whether or not in paying quantities)</li> </ol>	a of producing in paying quantities (neternation called for	ion of unit boundaries
pursuant to the provisions of Paragraph 6 or the action of any governmental authority, the	in the event this lease is not otherwise being main	tained in force it shall
novertheless remain in force if Loscoa commences operations for reworking an existing well of	r for drilling an additional well of for otherwise obtaining :	OF RESIDENCE PRODUCTION
on the leased premises or lands pooled therewith within 90 days after completion of operations	s on such dry hole of within 90 days after such dessation	i di ali production. Il ai
the end of the primary term, or at any time thereafter, this lease is not otherwise being main	itained in force but Lessee is then engaged in dilling, i	CMOUNTY OF ALLY OFFE
operations reasonably calculated to obtain or restore production there from, this lease shall rem	hain in force so long as any one or mole of such operation	as long thereafter as
no cessation of more than 90 consecutive days, and if any such operations result in the production in paying quantities from the leased premises or lands pooled therewith.	After completion of a well capable of producing in paying	quantities hereunder,
I asses shall drill such additional wells on the leased premises or lands popled therewith 28.2 ii	easonably prijdent operator would grill under the same o	i Sillillai Cilculliatarioca
to (a) develop the leaged premises as to formations then canable of producing in paying gua-	intities on the leased premises of lands pooled lifelewit	iii, oi (b) io protect lie
leased premises from uncompensated drainage by any well or wells located on other lands no	t pooled therewith. There shall be no covenant to drill e	xpioratory wells or any
additional walls eyeant as everseely provided herein		
Cessee shall have the right but not the obligation to pool all or any part of the leased depths or zones, and as to any or all substances covered by this lease, either before or after the control of the lease of	, premises or interest merelin with any other lands of inter- er the commencement of production, whenever Lessee	deems it necessary or
proper to do so in order to equipantly develop or operate the leased premises. Whether or not s	imilar populno authority exists with respect to such other	Mailes of miterests. The
unit formed by each pooling for an ail well which is not a horizontal completion shall not except	ad 80 acres nius a maximum acreade loieiance di 10/0,	and for a gas wen or a
harizantal completion shall not avocad 640 perce plue a maximum screece toleratice of 10%: (	rnvinen inst s larger utili itlav de lottileu ibi alt bli well u	A BOS MON ON HOUSEONION
completion to conform to provided anacing or density nation that may be prescribed or nermiti	ed by any novernmental authority havilly fullsquarion to t	ao so, i oi tile puipose
of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by ap	plicable law or the appropriate governmental authority,	ur, il lio dell'illibili la SU

of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises i of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days

after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferree to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced

in accordance with the net acreage interest retained hereunder.

In accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands used by Lessoe hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements

writing. Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any nouse of parn now on the leased premises or other lands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to other cause not reasonably within Lessee's

water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, not, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred by the offer at the price and according to the terms and conditions specified in the offer.

purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable

time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. For the same consideration recrited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

Signature: STL By	Signature:
Printed Name: Heven Behringer	Printed Name:
ZACHOUM NEEDWA	ACKNOWLEDGMENT  21 day of Vancy, 2009, by Steven Behinger, amusical pand Notary Public State of Texals Notary's name (printed): Notary's commission expires:
Morch J. 2012  STATE OF TEXAS COUNTY OF TARRANT	

Notary Public, State of Texas Notary's name (printed):



## DALE RESOURCES LLC 2100 ROSS AVE STE 1870 LB-9

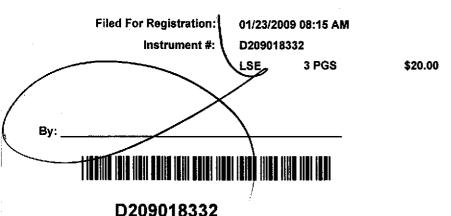
DALLAS

TX 75201

Submitter: DALE RESOURCES LLC

## SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

## <u>DO NOT DESTROY</u> <u>WARNING</u> - THIS IS PART OF THE OFFICIAL RECORD.



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